

AGENDA
EXECUTIVE COMMITTEE MEETING
FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL

6:30 PM ET – FEBRUARY 23, 2026

“To advocate and promote meaningful participation in all aspects of life for Floridians with developmental disabilities”.

AGENDA

- | | | |
|-------|---|---------------------|
| I. | Call The Meeting To Order | <i>Eddie Hall</i> |
| II. | Welcome & Roll Call | <i>Eddie Hall</i> |
| III. | Adopt the Agenda** | <i>Eddie Hall</i> |
| IV. | Proposal for Separation from Service (Valerie Breen) ** | <i>Greg Stewart</i> |
| | a. Summary of Proposal for Separation | |
| | b. Cost Analysis of Proposal | |
| | c. Summary of Contractual Terms | |
| V. | Complaint Submitted by Counsel for Valerie Breen | <i>Greg Stewart</i> |
| VI. | Ratification of meeting held Thursday January 22, 2026. | <i>Greg Stewart</i> |
| | a. Approval of minutes ** | |
| | b. Adoption of the Discussion ** | |
| | 1. Discussion of Letter from DRF to the Council | |
| | 2. Discussion of Search for an Executive Director. | |
| VII. | Public Comment | <i>Eddie Hall</i> |
| VIII. | Meeting Adjourned | <i>Eddie Hall</i> |

**** Items that require vote**

Exhibits for Agenda:

- Exhibit A = Proposal for Settlement
- Exhibit B - Email String from Ellen Liebovitch dated 1.26.26
- Exhibit C - Email String from Ellen Liebovitch dated 2.3.26
- Exhibit D - Contract of Valerie Breen dated 9.7.23
- Exhibit E - Summary of Contract Terms
- Exhibit F - Cost of Proposal
- Exhibit G – Minutes of 1.23.26 Executive Committee Meeting

EXHIBIT A

From: Ellen M. Leibovitch <EML@AssoulineBerlowe.com>
Sent: Tuesday, February 3, 2026 9:58 PM
To: Stewart, Greg <gstewart@ngn-tally.com>
Cc: Juliana Alvarez <JA@assoulineberlowe.com>; Danielle Towery <Danielle.Towery@jmco.com>
Subject: RE: Valerie Breen - PRIVILEGED AND CONFIDENTIAL SETTLEMENT COMMUNICATION
Importance: High

Greg –

I sent you my email well over a week ago without any acknowledgment. I understand that you are attempting to investigate the events at the January 22 closed meeting but have been unable to secure statements from, among others, chairman Eddie Hall.

Greg, my client's patience has run thin. Enrique Escalon has been plotting Valerie's demise for some time, so she wants to make this easier for everyone and just be done. Valerie will agree to a termination without cause under Section V.3. of the September 7, 2023 Employment Agreement and is willing to accept a 30 (rather than 60) days' notice. As such, she would receive her compensation through the date of termination, plus a lump sum payment equal to 20 weeks' severance (salary), 20 weeks' health benefit reimbursement, and 120 hours of PTO within 60 days thereafter.

I hope you understand that Valerie no longer wants her professional reputation tied to FDDC. Each day, Valerie sees her authority challenged and her role diminished while her liabilities as Executive Director remain, a situation that has become untenable. Valerie deserves to retire with dignity and will not allow Enrique and his cohorts to defame her any longer. He can lead an expedited search for Valerie's successor (which is precisely what he asked for during the inappropriate closed meeting), and Valerie's staff can fill in as needed.

Please let me know if this is a proposal to which the FDDC can agree.

Thank you.

Ellen

Ellen M. Leibovitch
Board Certified Labor & Employment Lawyer

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Commercial Litigation, Corporate Law, and Bankruptcy

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EXHIBIT B

From: Ellen M. Leibovitch

Sent: Monday, January 26, 2026 6:32 PM

To: gstewart@ngnlaw.com

Cc: 'Fountain, Lisa' <lfountain@ngn-tally.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>; Juliana Alvarez <JA@assoulineberlowe.com>

Subject: Valerie Breen

Greg –

I hope you are well. Valerie Breen forwarded me your email exchange below, and I am writing to address same.

Valerie's January 24, 2026 email outlines her complaint against the executive committee of the Florida Development Disability Council for violation of the Open Meeting Act. While Valerie does have an employment-related complaint to be made (and I will address that below), her email was intended to bring to your attention the FDDC's violation of the law.

Now, if you firmly believe the Open Meeting Act has not been violated, that would be an appropriate response (though probably not correct); but if you believe the law may have been violated, then you have a duty to investigate. If you fail to do so, then such conduct will continue without consequence or ramification, and that certainly would not be appropriate.

Greg, I am not an expert in the Open Meeting Act, but I understand that a closed meeting needs to be specifically noticed as such; or the agenda needs to be specifically modified to allow for same. Since Valerie told you that this procedure was not followed, you have an obligation to investigate.

While Valerie has a legitimate concern about the procedural impropriety of the January 22 closed meeting, she also has very serious concerns about the defamatory comments made about her during this meeting. Valerie has learned that Enrique Escalon referred to Valerie as "a horrible leader," urged the executive council not to renew her contract that is scheduled to end on September 30, 2025, and suggest that the search for Valerie's replacement commence as soon as possible. There were persons present during that meeting that would like to weaponize any derogatory comments about Valerie against FDDC, including a representative from Florida Community Care.

Mr. Escalon's conduct must cease and desist immediately as Valerie will not allow her name to be dragged through the mud. Valerie is clearly being set up as a scapegoat whereby all FDDC actions and inactions are blamed on her even though she herself answers to the executive committee.

If the FDDC would like to sever ties with Valerie and accelerate the termination date of her current agreement, we can have that discussion; however, the severance provided under Valerie's employment agreement must be paid under such circumstances. If the FDDC does not wish to accelerate Valerie's termination, then she fully expects to be treated with dignity and respect by Mr. Escalon and the rest of the executive committee and will not tolerate further efforts by Mr. Escalon to undermine her. As you know from our prior communications, Mr. Escalon has had "a bone to pick" with Valerie for years and, while she had hoped those issues were in the past, she clearly was wrong.

I appreciate your immediate attention to this important matter and await your response. Thank you.

Ellen

Ellen M. Leibovitch

Board Certified Labor & Employment Lawyer

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Intellectual Property, Labor & Employment Law, Real Estate, International Dispute Resolution, Commercial Litigation, Corporate Law, and Bankruptcy

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 Please consider the environment before printing this e-mail

From: Stewart, Greg <gstewart@ngn-tally.com>

Sent: Sunday, January 25, 2026 3:23 PM

To: Valerie Breen <valerieb@fddc.org>

Cc: Fountain, Lisa <lfountain@ngn-tally.com>; Parsons, Kerry <KParsons@ngn-tally.com>

Subject: Re: IMPORTANT: Official Request regarding FDDC matter related to open meetings violation

Val - I have read over your email and we are unable become in the investigation of the matters which you described. Our representation of the FDDC is as to the organization itself, which would extend to the Executive Committee. Therefore the engagement would create a conflict. I believe that you need to engage someone without any connection to the organization to review these matters. I am also not certain you have the authority to engage someone to investigate the Executive Committee. However, I believe that is an issue you should broach with whatever independent entity you contact to perform the investigation. Sorry we can not be of assistance.

Sent from my iPad

On Jan 24, 2026, at 5:08 PM, Valerie Breen <valerieb@fddc.org> wrote:

Greg,

The Florida Developmental Disabilities Council, Inc. members of the Executive Committee and Council attendees appeared to have violated the Open Meeting Act by allowing a meeting to occur without proper notice outside of authorized executive session.

Facts for your consideration and advice:

1. On January 22, 2026 the Florida Developmental Disability Council, Inc. held its Council meeting. This meeting was noticed in advance, the agenda was approved at the meeting and was adjourned at said time per the agenda. Immediately after adjournment, the Chair of the Council called for a closed session and dismissed all staff. There was no separate written agenda or notification of the meeting. Executive Committee members were instructed to stay and any other members of the Council were invited to stay. The Executive Committee members were Eddie Hall, Enrique Escallon, Sarah Goldman, Arizona

Jenkins and Yolanda Herrera. Members absent were Elly Hagen and Dennis Hart.

Background:

2. Caitlyn Clibbon, the designee for Governor appointee Cherie Hall, CEO of Disability Rights Florida, Inc. had a written letter issued by Cherie Hall that was addressed to Chair Hall regarding Disability Rights Florida not serving as an official voting member of the 2026 Council Public Policy Committee meeting to avoid potential conflicts of interest and was requesting to have it read into the public record. Ms. Clibbon approached me and Chair Hall just prior to the beginning of the Thursday Council meeting to make that request. The written letter was in the possession of Chair Hall and I was able to read the letter. A copy was not provided to me. I was unaware of their concern (e-mail notice had gone to them in September 2025 regarding the change in appointees for 2026 Committee assignments but no contact had been made to me about their concerns). I had an Informal discussion with the Chair and Public Policy Chair prior to the beginning of the Thursday meeting starting since now I was aware of the concern after reading the letter. I was advised to re-instate the complainant to avoid any further issues for the Council and "keep me out of the cross hairs". The complainant was informed and the complainant agreed there was no need to read it into the record during public comment.

After the closed meeting was held.

3. The Chair contacted me and asked me to meet with him. He stated that there was a concern noted per one of the Council members regarding not being appointed to the 2026 Public Policy Committee as a voting member to avoid potential conflicts of interest and they had issued a formal letter to him. He alluded to that fact that he was advised of this concern in December 2025. The Chair informed me that a special public meeting with the Council after our DD Awareness Day event at the end of February would be scheduled to make a decision about starting a search for a new Executive Director since my contract was ending.
4. A non-Executive Committee member, who attended the meeting, shared her concerns with multiple FDDC staff post meeting that the Vice Chair, Enrique Escallon, talked about my poor leadership and was pushing the group in the

closed meeting to agree to not renewing the Executive Director since the contract would end and to start a search for a new Executive Director starting the end of February.

5. The next day at the Friday Council meeting the Thursday closed session was not addressed by the Chair nor the Vice Chair during the Executive Committee report and no notes/documentation were provided.

I am notifying you as the attorney for the Council and asking for you to fully investigate this matter regarding violation of the open meetings law. I am happy to discuss this matter further if you so desire.

I appreciate your prompt attention to this matter.

Sincerely,

Valerie Breen M.S.S.A, ACSW

Executive Director

Florida Developmental Disabilities Council, Inc. (FDDC)

124 Marriott Drive, Suite 203

Tallahassee, Florida 32301-2981

Ph: (850) 488-4180 | (800) 580-7801

Fax: (850) 922-6702

Florida Relay (TTY) (800) 955-8771

Valerieb@fddc.org

www.fddc.org



Please note: The Florida Developmental Disabilities Council, Inc., is required to comply with Florida's public records law. Most written communications to and from Council staff and members regarding council business are public records available to the public and the media upon request. Your email communications may therefore be subject to public disclosure.

EXHIBIT C

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EXHIBIT D

EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR

This Employment Agreement (the "Agreement") is made and entered into on this 7 day of September, 2023, by and between the FLORIDA DEVELOPMENTAL DISABILITIES COUNCIL, INC., a Florida Corporation Not-for-Profit, authorized by the Laws of Florida (the "Council"), and VALERIE BREEN, of Tallahassee, Florida (the "Employee"). Collectively, the Council and the Employee shall be hereafter be referred to as the "Parties".

NOW THEREFORE, for good and valuable consideration sufficiency and receipt of which is acknowledged by the Parties.

I. EMPLOYMENT OF EMPLOYEE

Effective October 1, 2023, the Council shall employ the Employee as its Executive Director, and the Employee shall accept such employment upon the following terms and conditions.

II. DUTIES

The Employee shall serve as the Council's Chief Executive Officer, reporting to its Chairperson and Executive Committee. The Employee is generally responsible for the day-to-day operations of the Council's business, overseeing and coordinating all fiscal, policy, planning, advocacy, program administration and staffing requirements. Additionally, the Employee is responsible for assuring the Council's continued compliance with all federal and state statutes, rules and regulations associated with the Administration on Intellectual and Developmental Disabilities, United States Department of Health and Human Services; and all federal and state statutes, rules and regulations applicable to the Council's maintenance of its status as a Not-for-Profit corporation. The Employee shall also perform such other reasonable duties related to the purposes of the Council as the officers and directors of the Council may delegate to the Employee or as may be provided for in the Bylaws of the Council or the Employee's position description.

The Employee shall be evaluated on the performance of her duties by the Executive Committee, at least annually, (which would normally occur in the spring but may be

scheduled as established by the Executive Committee). Such evaluation shall be conducted pursuant to the "Performance Evaluation for Executive Director," in accordance with the procedures set forth in the Council's Bylaws.

III. COMPENSATION AND BENEFITS

Effective October 1, 2023, the Council shall pay the Employee an annual salary of \$141,089.00 withholding and paying all necessary FICA, federal income tax, and other required payments in accordance with applicable federal and state law. The Employee shall be paid on the same payment basis and schedule as other Council employees.

Subsequent to the effective date of this Agreement, the Employee may be considered for salary raises and/or merit increase in conjunction with the completion of the Employee's annual performance evaluation in accordance with the salary compensation process that is applied to all other Council employees based on performance and the approved annual merit matrix. Recommendations as to salary increases and/or merit increase shall be made by the Executive Committee.

The Council shall provide paid time off equivalent to thirty-five (35) days annually to the Employee and pay for and provide health insurance coverage for the Employee. Additionally, the Employee shall be provided life insurance benefits, participation in the Council's retirement plan, and other benefits as are enjoyed by all other full-time Council employees. The current benefits as of October 1, 2023, are described in Attachment A.

The Council shall pay Employee's dues to the profession-related association(s) of her choosing, which are related to the business of the Council, in an amount not to exceed \$350 per year. Additionally, the Council shall pay tuition, travel and such other fees and costs as are necessary to allow the Employee to attend seminars, educational courses, profession-related association meetings, and such other meetings pertaining to Council business as may be appropriate and are approved by the Council's Chairperson, pursuant to Council policy. Such amounts shall not exceed \$2500 per year unless specifically approved by the Executive Committee. The Employee shall be reimbursed for Council-related travel and other out-of-pocket expenses in accordance with the same policies applicable to all other Council employees.

IV. TERM

The term of Agreement shall commence on October 1, 2023, and shall terminate on September 30, 2024 (the "Initial Term"). This Agreement may be extended for up to two (2) additional one-year terms. At the end of the Initial Term, this Agreement shall be automatically renewed for the additional one-year term (the "First Renewal Period") unless either Party provides the other with written notice at least sixty (60) days prior to the end of the Initial Term of their intent not to renew the Agreement. The same procedure shall be utilized for the second one-year renewal term (the "Second Renewal Period") following the First Renewal Period. Notice may be provided by hand delivery, U.S. Mail or by email.

V. TERMINATION

This Agreement and the Employee's employment with the Council, may be terminated, as follows:

1. Termination by Expiration. If this Agreement is not extended or renewed, as provided above with sixty (60) days' notice, the Employee's employment with the Council shall be deemed to be terminated upon the expiration of the Initial Term of this Agreement or the expiration of either the First or Second Renewal Period, as applicable. In the event that the Agreement is terminated at the end of the Initial Term or at the end of the First Renewal Period, then the Employee shall be entitled to payment of her salary and all benefits to the date of termination and additionally will be compensated in an amount equal to her salary and benefits for a period of twenty (20) weeks (the "Severance Payment") following the expiration date of the Initial Term or the First Renewal Period, and shall also be entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours. Such Severance Payment shall be paid in a lump sum payment within sixty (60) days of the date of termination. The Employee shall not be entitled to any Severance Payment in the event that the Agreement is terminated at the end of the Second Renewal Period. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination. In consideration of the acceptance of the Severance Payment, the Employee shall agree to release the Council, the Executive Committee, the Officers and the Employees from any and all liability, claim or cause of action resulting from the termination

of her employment from the Council.

2. Termination Due to Inadequate Funding. Should funding of the Council under the federal Developmental Disabilities Assistance and Bill of Rights Act, 42 U.S.C. S. 6001, et seq., not be authorized, or should the Council otherwise not continue to be sufficiently funded, this Agreement may be terminated by the Council, upon sixty (60) days advanced written notice to the Employee. The determination of the continued sufficiency of funding shall be in the sole discretion of the Council. In this event the Council provides notice of termination under this provision, the Employee shall be entitled to payment of her salary and all benefits, through the date of termination, and shall be entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination.

3. Termination without Cause. Should the Council determine to terminate the Employee's employment without cause prior to the expiration of the Initial Term of this Agreement or the expiration of either the First or Second Renewal Period, the Employee shall be given a minimum of sixty (60) days advanced written notice prior to the effective date of such termination. In the event that the Agreement is terminated without cause, then the Employee shall be entitled to payment of her salary and all benefits to the date of termination and additionally will be compensated in an amount equal to her salary and benefits for a period of twenty (20) weeks (the "Severance Payment") and shall also be entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours. Such Severance Payment shall be paid in a lump sum payment within sixty (60) days of the date of termination. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination. In consideration of the acceptance of the Severance Payment, the Employee shall agree to release the Council, the Executive Committee, the Officers and the Employees of any and all liability, claim or cause of action resulting from the termination of her employment from the Council.

4. Termination by Employee. The Employee may voluntarily terminate her employment with the Council at any time, upon a minimum of sixty (60) days advanced

written notice. In the event of an Employee-initiated termination, the Employee shall be entitled to payment of her salary and all benefits through the date of termination of employment and shall be entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination.

5. Termination for Cause. The Employee's employment with the Council may be terminated for cause. Cause for termination may come in various forms including but not limited to unsatisfactory performance of the job functions, the commission of a felony or a felony or misdemeanor related to the Employee's employment, or the commission of a major violation(s) of the Council policies or repeat violations of its provisions.

In the event that the Employee is cited for unsatisfactory performance, either during her performance evaluation or at any other time, upon written notice thereof, the Employee shall be given a period of sixty (60) days to attempt to remedy the stated deficiencies. If the Employee fails to cure the deficiencies to the satisfaction of the Executive Committee within the stated period, or within an agreed upon extension of that period if progress toward a remedy is being made, the Employee shall be terminated, effective at the end of the stated period within which the remedial action was to have occurred. Such termination shall be deemed a termination for cause.

If the cause is unrelated to the Employee's performance or is of such a serious nature that an attempt to remedy the situation would be detrimental to the best interests of the Council, the Employee's termination will be effective immediately upon the Employee being so notified. The determination that the cause shown is of such a serious nature that an effort to cure should not be given shall be in the sole discretion of the Executive Committee.

In the event of a termination for cause, the Employee shall be entitled to payment of her salary and benefits, through the date of her termination of employment; but she shall not be entitled to any Severance Payment or for the payment for any unused accrued Paid Time Off. The Council shall have no further obligations to the Employee, financial or otherwise, under the circumstances of this type of termination.

VI. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is held to be unlawful, invalid or otherwise unenforceable, the remainder of the Agreement, provision or portion thereof shall be deemed severable, shall not be affected thereby, and shall remain in full force and effect.

VII. AMENDMENTS

This Agreement may be amended only upon the express written mutual agreement of both parties.

VIII. ASSIGNMENT

This Agreement is personal in nature and may not be assigned by either party except upon the express written mutual agreement of both parties.

IX. WAIVER OF DEFAULT

A failure by either party to insist upon strict performance by the other of any provision of this Agreement from time to time or to exercise any right hereunder, shall not be deemed a waiver of such right applicable to future conduct or the accrual of future rights.

X. GOVERNING LAW/DISPUTE RESOLUTION

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida and no other. The venue for any legal action or other proceeding which might arise from this agreement shall be Leon County, Florida. Any controversy or dispute which might arise between the Council and the Employee relating to the terms and conditions of the Employee's employment with the Council; or this Agreement, its terms, or the enforcement thereof, shall be settled by binding arbitration. The conduct of any such arbitration proceedings shall take place in Leon County, Florida, and shall be in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes.

THE RESOLUTION OF ANY DISPUTE ARISING OUT OF THE TERMS OF THIS AGREEMENT OR AS A RESULT OF THE EMPLOYEE'S EMPLOYMENT WITH THE COUNCIL SHALL BE THROUGH BINDING ARBITRATION PROCESS SET FORTH ABOVE AND THAT PROCESS SHALL BE THE EXCLUSIVE PROCEDURE UNDER WHICH THE PARTIES SHALL ADDRESS ANY SUCH DISPUTES.

XI. ENTIRE AGREEMENT

It is specifically stipulated by the parties that there are no verbal agreements or understandings between them affecting this Agreement, and that this Agreement constitutes the sole and entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto, lawfully authorized, have executed this Agreement, in duplicate, on the day and year first written above.

FLORIDA DEVELOPMENTAL
DISABILITIES COUNCIL, INC.

Alice Harkes

Witness

By: Kevin Johnson
Kevin Johnson

Amanda Johnson

Witness

Its: Chairperson

VALERIE BREEN

[Signature]

Witness

By: Valerie Breen
Employee

Date: 9/1/2023

Jan Breen

Witness



**Florida Developmental Disabilities Council, Inc.
Current Employee Benefits:**

Insurance Paid on Behalf of employee includes all of the following (see schedule for amount of insurance paid by the Council):

1. A choice of health insurance (a PPO or HMO),
2. Dental insurance coverage,
3. A \$50,000 group term life insurance policy,
4. A short-term disability insurance policy.
5. A long-term disability insurance policy.

Retirement Plan:

To be eligible to join the 401(k) savings and profit-sharing plan, you must be a regular full-time, part-time, or introductory employee; be 21 years of age or older; have worked for the Council for one year; and have worked at least 1,000 hours since becoming employed by the Council. You may join the plan on the first day of the month following achieving eligibility. This is a 401(k)-profit sharing plan. FDDC contributes an amount equal to 10% of gross pay into each employee's individual account. The employee is not required to contribute or match funds.

Vesting Schedule:

Completion of

1 st year of service in plan	0%
2 nd year of service in plan	50%
3 rd year of service in plan	100%

Holidays:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. The day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. Floating Holiday

Leave:

For the Executive Director, paid time off leave accrues at Employees accrue 11.67 hours of leave per pay period which equals 35 days of leave per year. There is no differentiation between sick and vacation time. The Executive Director may carry over a maximum of 210 hours of leave to the next calendar year.

Certificate Of Completion

Envelope Id: 913323AF538940A9A67F4FEF6C308B16

Subject: Valerie Breen Contract

Source Envelope:

Document Pages: 8

Certificate Pages: 5

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:

Kevin Johnson

401 Bishop Grady CT

Saint Cloud, FL 34769-1538

kevin@magnifyfl.org

IP Address: 172.226.8.41

Record Tracking

Status: Original

9/7/2023 7:47:53 PM

Holder: Kevin Johnson

kevin@magnifyfl.org

Location: DocuSign

Signer Events

Kevin Johnson

kevin@magnifyfl.org

Executive Director

Magnify of Central Florida

Security Level: Email, Account Authentication
(None)**Signature**Signature Adoption: Uploaded Signature Image
Using IP Address: 146.75.222.98**Timestamp**

Sent: 9/7/2023 7:51:47 PM

Viewed: 9/7/2023 7:51:57 PM

Signed: 9/7/2023 7:52:06 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Alice Hanks

alicehanks@me.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 216.230.41.122
Signed using mobile

Sent: 9/7/2023 7:52:07 PM

Resent: 9/7/2023 7:59:22 PM

Viewed: 9/7/2023 7:59:46 PM

Signed: 9/7/2023 7:59:55 PM

Electronic Record and Signature Disclosure:

Accepted: 9/7/2023 7:55:22 PM

ID: daef30e2-25f5-49e8-9279-c5017778b364

Amanda Johnson

amanda.johnson@me.com

Pathways Support Coordination

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 216.230.41.122

Sent: 9/7/2023 7:59:56 PM

Viewed: 9/7/2023 8:00:52 PM

Signed: 9/7/2023 8:01:16 PM

Electronic Record and Signature Disclosure:

Accepted: 9/7/2023 8:00:52 PM

ID: d79cb827-4f7e-4587-98ee-b0f5ed4be9c9

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Greg Stewart gstewart@ngn-tally.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/7/2023 8:01:17 PM Viewed: 9/18/2023 11:57:20 AM
Kristen Conlin Kristenc@fddc.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/7/2023 8:01:18 PM
Valerie Breen valerieb@fddc.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/1/2021 6:29:31 PM ID: 259ad8ae-6e44-4194-a383-b6816eda6184	COPIED	Sent: 9/7/2023 8:01:19 PM Viewed: 9/7/2023 8:13:08 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/7/2023 7:51:47 PM
Envelope Updated	Security Checked	9/7/2023 7:59:16 PM
Envelope Updated	Security Checked	9/7/2023 7:59:16 PM
Certified Delivered	Security Checked	9/7/2023 8:00:52 PM
Signing Complete	Security Checked	9/7/2023 8:01:16 PM
Completed	Security Checked	9/7/2023 8:01:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Bishop Grady Villas:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ltriche@bishopgradyvillas.org

To advise Bishop Grady Villas of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ltriche@bishopgradyvillas.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Bishop Grady Villas

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ltriche@bishopgradyvillas.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Bishop Grady Villas

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ltriche@bishopgradyvillas.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Bishop Grady Villas as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Bishop Grady Villas during the course of my relationship with you.

EXHIBIT E

SUMMARY OF EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR

Employment Agreement entered into on September 7, 2023 between Valerie Breen and the Florida Developmental Disabilities Council, Inc.

Effective Date: October 1, 2023

Salary (at Effective Date): \$141,089.00

Current Salary: \$152,601.00

Term of Agreement (3 Years):

- Initial Term (October 1, 2023 – September 30, 2024)
- First Renewal Period (October 1, 2024 – September 30, 2025)
- Second Renewal Period (October 1, 2025 – September 30, 2026)

Termination without Cause

If Council determines to terminate the Agreement without cause prior to the expiration of the Initial Term, the First Renewal Period or the Second Renewal Period then the following amounts are due to the Employee:

- Employee shall be entitled to sixty (60) days written notice prior to the termination.
- The employee shall be entitled to payment of her salary and benefits to the date of termination and compensated in an amount equal to her salary and benefits for a period of 20 weeks (the "Severance Payment").
- Entitled to payment for accrued but unused paid time off up to one hundred twenty (120) hours.
- Amounts payable in a lump sum within sixty (60) days of termination.

If Council does not terminate the Agreement without cause prior to the end of the Second Renewal Period, then the employment of the Executive Director ends in conformity with the terms of the Agreement. Under those circumstances, then no Severance Payment (20 weeks of salary and benefits) is due.

EXHIBIT F

SUMMARY OF PROPOSAL COSTS

Salary	152,601.00
Weekly	2,934.63
Hourly	73.37
Monthly Health Benefit	531.60
20 weeks salary	58,692.69
120 hours PTO	8,803.90
QSEHRA 20 weeks	2,455.43*
TOTAL	69,952.02

*FDDC no longer offers a traditional health insurance option. They have a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA) that reimburses employees up to \$537.50 per month for the cost of their individual coverage. Valerie Breen's monthly reimbursement amount is \$531.60.

EXHIBIT G

Florida Developmental Disabilities Council, Inc.

EXECUTIVE COMMITTEE MEETING

Minutes

Thursday, January 22, 2026

4:00pm-5:00pm

Council Members Present: Eddie Hall, Enrique Escallon, Sarah Goldman, Charlotte Temple, Yolanda Herrera, Charla Mercer, Danielle McGill, Kali Wilson, Arizona Jenkins, Jennifer Zarcone, Caitlyn Clibbon

Discussion of Letter From DRF to the Council

Caitlyn Clibbon read a letter from DRF to the Council regarding an email sent by Valerie in November 2025 removing DRF from the public policy committee citing potential conflicts. Kali Wilson received a similar email. Discussion regarding the bylaws and that Committee assignments can only be made by the EC Chair. These two removals were improper and are voided. Both DRF and Kali Wilson remain on the public policy committee and will abstain from discussions/votes which pose a conflict.

Discussion of Whether to Begin a Search for a New Executive Director

Enrique Escallon raised the question of whether the Council should begin looking for a new ED prior to expiration of the current contract. Some discussion was had on this question. However, it was decided that no action or vote would be taken since there are EC members who are not present and were not aware this would be a topic of discussion. Another Executive Committee meeting will be scheduled in the next month to discuss this topic further and, potentially, take a vote.